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2018 FOURTH QUARTER AND ANNUAL REPORT

To the Board of Commissioners,

I am honored to present the Chicago Park District Office of Inspector General's 2018 Fourth Quarter and Annual Report and wish to acknowledge the Park District Board of Commissioners and administration for their support of independent oversight and the mission of combatting waste and misconduct while promoting efficiency and transparency.

In 2018, OIG reported on investigations, reviews, assists and audits that demonstrated the importance of continuous oversight and compliance monitoring throughout the Park District's operations. This Report includes a summary of sustained investigations from the fourth quarter as well as information about investigations, audits and Employment Plan compliance monitoring for 2018.

Sincerely,

Will Fletcher
Inspector General

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INTRODUCTION

OIG was established in 2012, taking the responsibilities for the Park District's internal investigations and other oversight functions from the Department of Legal Investigations, an extension of the Law Department, which reported to the General Counsel. DLI's caseload primarily consisted of surveillance-dependent investigations like employee time falsification and residency violations. DLI's investigators, who were active and retired law enforcement officers, also did preliminary fact gathering in response to complaints for the General Counsel to determine whether to take further action. The assignments were straightforward and the majority of DLI's case files consisted of just its own reports with a closing memorandum of one or two pages. In most cases, DLI's investigations did not require a review of any external documents or other materials.

Although OIG's jurisdiction includes the work that DLI's investigators had been doing, its scope is more expansive. The Park District has more than 3,000 year-round employees, several partnerships and a \$464 million annual budget of which more than \$130 million is dedicated for contractual services with outside entities. OIG's mission, which is substantially similar to other City IG agencies, includes performing investigations and reviews throughout the Park District's operations

pertaining to waste, fraud, and abuse within the District; contractor, subcontractor, consultant or vendor misconduct; fraud or collusion involving District contracts and/or contractors, subcontractors, consultants, or vendors; misuse, embezzlement or theft of District resources; conflicts of interest, bribery or misconduct involving District personnel; or other unethical or illegal activities involving District property, officers, employees, Board members, agents, contractors, subcontractors, consultants, vendor[s] or volunteers.

The Park District's first inspector general was very distinguished and among her qualifications was that she previously held the same role in another agency. OIG highlighted critical risk areas but, apart from one new hire, its staff was comprised of the same personnel who had been assigned to DLI. And, not surprisingly, most of OIG's work in the first few years was similar to what the investigators had been doing for the Law Department. While some overlap would have been expected during the transition from DLI to OIG, the critical point is that OIG started in 2012 with the ability to operate within only a narrow range of its scope and authority.

OIG's focus over the last several years has been its development into an agency that addresses all aspects of its mission while responding to the Park District's ongoing needs for oversight through investigations, audits and reviews in real time.

In the last three years, OIG hired a full-time investigator and an Assistant Compliance Officer who, in addition to having an investigative caseload, assists with monitoring the Park

District's hiring practices under the Park District's Employment Plan. The new staff members brought much needed experience with document-intensive investigations and financial reviews. OIG also relocated from Park District headquarters to an independent location with a secure file room, meeting space and interview rooms. And implementation of a case management database to automate the workflow of investigations, audits and reviews is near completion.

The matters OIG reported on in 2018 demonstrate the office's adeptness at addressing a wide range of issues whether initiated proactively or in response to a complaint. And none of the progress cited above would have been possible without the support of the Board of Commissioners and the Park District administration. But the cases discussed in this report and throughout 2018 also show the need for expanded investment in oversight.

OIG matters that require reviewing thousands of pages of documents, contractual obligations and financial statements are no longer the rare exceptions in OIG's caseload alongside the traditional employee misconduct cases. OIG has successfully met the additional challenges so far but not without an effect on timeliness and caseload balance relative to known risk areas at the Park District. OIG's capacity to investigate and review more complex cases than it has traditionally handled is stretched too thin. OIG needs to add legal and supervisory staff as well as administrative assistance to improve efficiency, effectiveness and fulfill its mandate under the Park District Code.

One opportunity to build capacity without having to commit additional resources is to formally institute the Audit Department under OIG's direction. The Park District's internal Audit Department, comprised of a director and two auditors, was merged with OIG in 2016 with the goal of having the departments work together toward their similar missions. The merging of the departments, however, came without revisions to the Code and Audit Charter to integrate their operations. Currently, the Audit Department develops an annual audit plan in collaboration with a committee of Park District administration executives and one Board member. There is considerable benefit in having the Audit Department's work informed by a committee of stakeholders and that model should remain. Between the committee's monthly meetings, however, the Audit Department has additional capacity to dedicate to compliance oversight. Further, as other City IG offices have already realized, audits and investigations can be complementary for the purposes of testing the effectiveness of established compliance controls and identifying gaps and problems where solutions are needed.

As it currently stands, the Park District's Audit department is located within OIG but amendments to the Code and Audit Charter are needed to fully achieve the purposes behind joining the departments.

OIG looks forward to continuing to work together with the Park District Board of Commissioners and its administration toward the shared goal of effective oversight and the promotion of transparency and efficiency throughout the Park District's operations.

INVESTIGATIONS

1. INVESTIGATION OF NON-PROFIT ORGANIZATION'S ACTIVITIES IN GRANT PARK

An OIG investigation has established that a nonprofit organization has raised approximately \$1 million in the names of the Chicago Park District and Grant Park without any formal agreement to do so and without donating any of the funds to the Park District. More than 70% of the Nonprofit's revenue and donations have paid the salary and benefits of Person 1, its president and only employee. The remaining share of the funds paid the Nonprofit's expenses and reimbursements to Person 1.

The investigation also found that, for several years, the Nonprofit has obtained special event Park District permits at the nonprofit rate and then re-sold them for as much as \$25,000 over their cost to corporate promoters behind profit-making festivals. The Park District Code expressly prohibits re-selling event permits. Further, the type of discounts the Nonprofit received for the permits came with the condition that all of the net proceeds benefitted a charitable cause. The Park District knew the festivals were produced and managed by corporate promoters turning profits but still issued the permits at the nonprofit rate.

For all of the Nonprofit's fundraising events that were purportedly for the benefit of the Park District and Grant Park, the Park District never appeared to expect any of the proceeds, to question Person 1's public messaging about the Nonprofit's mission, to ask how much money was being raised in the names of Grant Park and the Park District or how it was spent.

In addition to running the Nonprofit, Person 1 was also president of the Grant Park Advisory Council until the Park District suspended Person 1 in November 2017 for violating the advisory council rules. OIG's investigation found that Person 1 used GPAC to raise money for the Nonprofit and advance its agenda at the expense of the Grant Park community and the Park District. Unlike the Nonprofit, GPAC is a Park District-recognized advisory council. As such, the Park District had the right to review GPAC's financials and fundraising activities through annual reporting. OIG obtained GPAC's bank records between 2015 and 2017 from Person 1. The statements showed that GPAC had a balance of between \$75 and \$100. In contrast, tax filings showed that the Nonprofit raised over \$1 million since 2002.

A routine review of GPAC's records would have provided the Park District with enough information to ask why the advisory council was seeing none of the fundraising proceeds from these events. The explanation, as established by the investigation, is that all of the funds from purported joint events of the Nonprofit and GPAC went only to the Nonprofit, the organization from which Person 1 was paid a salary.

And in an episode that would have been hard to imagine had it not actually occurred, in the summer of 2017, the Nonprofit installed an uneven bars obstacle course and exercise equipment as a fitness attraction that it opened to the public without a permit or the Park District's authorization. Further, the Nonprofit did not obtain liability insurance for its project, exposing the Park District to substantial risk. The Park District suspended Person 1 from GPAC because of this unauthorized use of park space.

As discussed below, the Nonprofit's unauthorized installation of the fitness equipment was a preview of a permanent \$3 million "fitness park" that Person 1 envisioned and for which Person 1 openly solicited donations and corporate sponsorships even though the Park District had never approved the fundraising or the construction of the fitness park itself.

Person 1 has been a fixture in the Grant Park community for more than two decades and Person 1's concurrent leadership of the Nonprofit and GPAC has been the subject of debate in the Grant Park community for nearly as long. At turns, the Park District has found Person 1 to be a vocal supporter and also a source of aggravation (especially whenever the Park District pushed back on Person 1's demands). However, Person 1 has been quick to point out, the Park District turned to Person 1 when it needed a public advocate to rally support, sometimes for contentious Grant Park initiatives.

Some examples:

- When the Park District was constructing a skate park in Grant Park in 2014, the Park District watched as Person 1 appeared to do official Park District business like urging the a city commissioner to expedite plans for underground construction work necessary for the project
- In February 2015, the director of capital construction at the time sent Person 1 architectural drawings for a proposed restaurant in Maggie Daley Park with the admonition "not to forward or show to anyone. I can't have these preliminary images (or discussion of these images) getting to the Alderman or others through any other source than me." It is very likely that the Park District shared the images to win Person 1's early support for the project. The Park District also shared revenue information with Person 1
- In September 2015, the Park District relied on Person 1 to find a venue at a local college for a public meeting for the proposed Lucas Museum and encouraged Person 1 to build community support for the project
- With the Park District's permission, Person 1 explored options for converting unused space in Grant Park into a new attraction. The Park District, however, appeared not to anticipate the lengths to which Person 1 would go in promoting the idea of a fitness park into a fundraising opportunity for the Nonprofit. What resulted was Person 1 launching a high-profile sponsorship campaign that solicited large corporate contributions to the Nonprofit in support of the project. The Nonprofit's sponsorship

materials included artist renderings of the proposed construction and promised prospective contributors that, for their support, they would receive naming rights, patron data, permit waivers, and other things that Person 1 had no authority to pledge.

Person 1 promoted the idea at joint Nonprofit/advisory council meetings in 2016 to such an extent that members of the public were convinced that the Park District was behind the project. The Park District received several inquiries from concerned community members and the press, but did not seize the opportunity to distance itself from Person 1's pronouncements or clarify that the plan was not an official Park District project.

The Nonprofit's temporary installation of fitness equipment without a permit in 2017 was in furtherance of Person 1's more ambitious plans for a permanent fitness area in Grant Park. Person 1 announced in the press that the temporary attraction was coming before it was even installed but the Park District, if it noticed, did not take action to ensure that it never opened without authorization.

OIG makes no findings here with respect to how the Park District works with community stakeholders to advance its initiatives. But Person 1's advocacy for the Park District becomes significant in light of the fundraising activities that should have raised red flags but were allowed to continue or remain unexamined. To this point, Person 1 has objected to this investigation and suspension from the advisory council in part because Person 1 contends that the Park District always knew what Person 1 and the Nonprofit were doing and shouldn't pretend to be surprised.

The investigation found no evidence that, because of Person 1's advocacy, the Park District intentionally ignored or made exceptions to its own rules for the purpose of allowing Person 1 to make a salary through public fundraising in the names of Grant Park and the Park District. However, the investigation has established that Person 1 and the Nonprofit came to occupy a unique space in which the Park District's rules did not apply and very few questions were asked. And in Person 1, the Park District had an advocate that it could turn to on issues related to Grant Park.

Illinois law prohibits a third-party from fundraising on behalf of a governmental entity absent a written agreement. For instance, the Park District has a contract with the Lincoln Park Conservancy that authorizes fundraising in the Park District's name subject to oversight and certain conditions. For whatever reason, there has been no such agreement between the Park District and the Nonprofit.

OIG's findings included:

- **Nonprofit's reselling nonprofit permits to for-profit festival promoters:** For several years, the Nonprofit obtained special event permits at the nonprofit rate and sold them for additional "donations" of between \$10,000 and \$25,000. The Park District's written policy was to discount special event permit fees 50% on the condition that all net proceeds from the events benefitted a charitable organization. However, the Park District knew that the festivals associated with Person 1 and the Nonprofit were produced by corporate promoters making a profit.

Once the Nonprofit obtained the permits from the Park District, Person 1 promptly re-assigned the rights to the promoters behind large Grant Park events that intended to make profits by holding the events. In exchange for the discounted permits, the festival promoters agreed with Person 1 to give the Nonprofit additional flat fee payments or shares of the ticket sales as "donations." After the events, Person 1 sent the promoters donation "invoices" to collect the payments.

Although the Park District's policy is to reduce permit fees for charitable events, the investigation showed that it does not confirm that nonprofits actually receive the share of the proceeds required to justify the discounts. The absence of any verification created the opportunity seized upon by the Nonprofit and its partners: When the promoters bought discounted permits from the Nonprofit, they could pay it a fee or "donation" on top of the discounted permit and still come out far ahead of what they would paid for the permit at full price.

For example:

Under the Park District's rules, a \$100,000 event permit for a three-day festival in Grant Park can be reduced by half on the condition that 100% of the proceeds are donated to a not-for-profit. With the discount applied, the Nonprofit obtains a permit from the Park District for \$50,000 and then transfers it to a festival promoter for the cost of the permit and an additional "donation" of \$20,000. Therefore, the promoter saves \$30,000 by paying \$70,000 for a permit that would have cost \$100,000 without the Nonprofit's involvement. Because the Park District doesn't verify that nonprofits receive the proceeds from the event, the promoter keeps whatever profits the festival generates.

In this example, the for-profit festival promoter benefitted because it obtained a permit at the nonprofit rate when it should have paid full price. The Nonprofit received a sizable contribution for obtaining a permit from the Park District and then transferring it to the promoter. Meanwhile, the Park District lost out on tens of thousands of dollars in revenue by discounting the permit by 50%. The Park District also received no contribution from the Nonprofit, whose purported mission is to benefit Grant Park.

The investigation also raised the question of why the Park District issued the festival permits to the Nonprofit in the first place when it knew that it was the corporate promoters that

produced the events, submitted the various applications to the Park District and other City offices, and paid the permit and liquor license fees.

In 2016, when the Park District attempted to rein in the permit discounts it extended to festivals associated with the Nonprofit (which sometimes exceeded the maximum 50% reduction), it stated that fee increases were warranted because the event “organizers are for-profit entities that are making money on public property.” Although the Park District knew that “for-profit entities” were actually managing the events, it continued to give Person 1 the maximum nonprofit discount for the permits.

Put another way, there was no confusion on the Park District’s part that corporate promoters were actually producing the festivals. Yet, instead of issuing the rights with the promoters, it gave them to the Nonprofit through elaborate contracts normally reserved for larger, multi-year festivals like Lollapalooza (Lollapalooza was not one of the festivals involved in this investigation).

The Park District gained no advantage in granting the permit rights to the Nonprofit only to see Person 1 re-sell them to the promoters. In fact, the Chicago Park District Code prohibits transferring permits presumably in part because of the risks in having a third-party with whom the Park District had no direct agreement holding events in its venues (especially events where alcohol is served). This provision in the Code may also have anticipated the very scenario that played out in this investigation where a party who obtained a permit at one price re-sells it at another (higher) price.

The investigation showed that it was Person 1 who insisted that the Park District issue the Permit Agreements in the Nonprofit’s name. This is likely because having the Agreements in hand gave Person 1 tangible assets (i.e., the festival permit rights) with which to re-sell to the corporate promoters and to leverage in negotiations with them. In fact, the Nonprofit’s re-sale of the permits to the promoters was called an “assignment” of the very same rights the Nonprofit obtained from the Park District.

The following charts show how much the Nonprofit was paid for transferring the rights to the for-profit promoters of two festivals since 2014. The charts also indicate the potential revenue the Park District waived by issuing nonprofit permit discounts to the festivals:

[See charts on following page]

Festival One

Year	Grant Park Site	Park District Contract with Nonprofit?	Full Price for Permit	Amount of Discount	Park District Permit Fee Received	Promoter Payment/Donation to Nonprofit
2015	Buckingham Fountain	✓	\$90,000•	\$73,603	\$16,397	\$10,000
2016	Buckingham Fountain	✓	\$90,000	\$73,603	\$16,397	\$10,000
2017	Butler Field	✓	\$40,530	\$24,030	\$16,500	\$10,000••
Totals			\$230,500	\$171,236	\$49,294	\$30,000

• Estimated rental rate at Buckingham Fountain (2016): \$30,000 for event dates and \$15,000 for loading dates.

•• Minimum amount Nonprofit stood to receive according to its contract with Festival One's promoter.

Festival Two

Year	Grant Park Site	Park District Contract with Nonprofit?	Full Price for Permit	Amount of Discount	Park District Permit Fee Received	Promoter Payment/Donation to Nonprofit
2014	Buckingham Fountain•	✓ (3-year agreement 2014-16)	\$90,000	\$61,479	\$28,521	?
2015	Buckingham Fountain and North Rose Garden	✓	\$105,000	\$76,479	\$28,521	\$26,400
2016	Buckingham Fountain	✓	\$90,000	\$61,479	\$28,521	\$21,596
2017	Buckingham Fountain	✓ (3-year agreement 2017-19)	\$90,000	\$54,993	\$35,007	\$15,010
Totals			\$375,000	\$254,430	\$120,570	\$63,006

• Full rental rate at Buckingham Fountain (2016): \$30,000 for event dates and \$15,000 for loading dates.

The Nonprofit's re-sale of the permit rights may have also had tax consequences for the promoters who bought them. A nonprofit organization is allowed to have a limited number of fundraisers annually without collecting applicable city, county and state sales taxes. When the Nonprofit transferred the permits to the promoters, however, the promoters may have been required to collect the taxes because the events were not in fact charitable fundraisers. It does not appear that the promoters for the events collected sales taxes.

Festival promoters told OIG that they believed the Nonprofit was either affiliated with the Park District or that their donations directly benefitted Grant Park and the Park District. While it was the promoters that submitted applications and paid the fees, the investigation showed that Person 1 acted as a middleman during discussions between the promoters and the Park District over permits and other details about the events. One promoter of an annual festival told OIG that it believed it was required to partner with the Nonprofit and didn't know until 2018 that it could negotiate directly with the Park District for its event permits.

Because Person 1 was the intermediary between the festival promoters and the Park District, Person 1 was the only party with complete information about the events, and took advantage of it. For instance, Person 1 threatened that Festival Two would leave Grant Park for Wrigley Field unless the Park District reduced its permit fees. The corporate promoter for the event, however, told OIG that it had no plans of removing the festival from Grant Park and did not authorize Person 1 to represent as much to the Park District.

One promoter told OIG that it would not have collaborated with the Nonprofit had it known that most of its funds raised paid Person 1's salary and that the Park District received none of the proceeds. None of the promoters OIG interviewed claimed to know that the permits for their festivals were issued on the condition that all of the proceeds must be donated to a nonprofit.

- o **The Nonprofit's unsanctioned use of park space:** Although hard to believe, the Nonprofit opened a fitness area in Grant Park for several weeks during the summer of 2017 without a permit or the required insurance. The temporary project was a trial run at a \$3 million permanent installation for which the Nonprofit had been soliciting funds without authorization from the Park District.

In partnership with two fitness companies, Person 1 oversaw the installation, promotion and operation of exercise equipment and an uneven bars obstacle course in a section of unused tennis courts in Grant Park during the summer of 2017. Videos on social media showed individuals performing hazardous maneuvers on equipment that the Nonprofit purchased and installed in the park without any supervision or instruction from Park District personnel.

The Park District, however, never issued the Nonprofit a permit to install the equipment or for Person 1 to open the fitness park to the public. Further, Person 1's actions placed the Park District at risk because the Nonprofit did not obtain liability insurance for the project. Nevertheless, the Nonprofit and its partners advertised the fitness equipment in the press and on social media as though it were a fully sanctioned Park District attraction.

Person 1 publicly announced the Nonprofit's temporary installation before the equipment was installed. Person 1 told the press that the Nonprofit opened the temporary park on its own initiative and that it was a forerunner of a more permanent installation: "We're not going to sit there with all that hardscape [available]," Person 1 said. "It's better we don't wait and start doing this and see what people like and don't like."

The Nonprofit's fitness attraction was open to the public in one of the Park District's most visible locations for several weeks in the middle of the summer. However, the Park District apparently didn't know it was there or that it had not been authorized.

In July 2017, the Park District removed the installation. Park District staff preparing for the arrival of Lollapalooza found Person 1's equipment in a section of unused tennis courts and confiscated it (a licensed concessionaire with a sanctioned roller hockey attraction also had equipment removed from the site that was reinstalled after Lollapalooza). But if the Park District discovered evidence of the Nonprofit's unauthorized installation when it cleared the space in July, it didn't hold Person 1 accountable for it until several months later (when Person 1 was suspended from GPAC in November 2017) and only after OIG and the Department of Risk Management started their independent investigations of the matter.

In September 2017, Person 1 filed paperwork to essentially re-open the unauthorized park through a partnership application. The proposal was approved at the preliminary stages (by personnel who were perhaps unaware of Person 1's unauthorized installation) before it was shut down in November 2017 around the time of the suspension.

What's interesting about the Nonprofit's attempt to re-install the fitness equipment in September 2017 is that, before filing the partnership proposal, Person 1 claimed that someone from the Park District advised that the Nonprofit may want to go about reinstalling the equipment via a concessionaire's permit from the Park District's third-party manager. And OIG is aware from sources other than Person 1 that the idea was floated for the Nonprofit to work through the concessionaire manager to re-install the equipment. It would have been irresponsible to entertain the notion of Person 1 coming back with the equipment after exposing the Park District to liability risk for opening the unauthorized attraction earlier in 2017.

The Nonprofit's fundraising for the unofficial "HealthPark" project: According to Person 1's public statements, the Nonprofit's summer 2017 project was a trial run intended to grow interest in Person 1's more ambitious initiative of constructing a permanent \$3 million outdoor fitness area. Whether Person 1's plans were ever likely to materialize, the Nonprofit still solicited donations in support of the project.

The Nonprofit's solicitations promised, in return for donations, that contributors would receive naming rights in the new park, park user data, waiver of park permit fees and other access and privileges that Person 1 had no authority to pledge.

Concerns from Grant Park community members to the Park District demonstrated genuine confusion about whether the Nonprofit's proposed park was an official Park District project. Person 1 presented the sponsorship campaign at a joint meeting of the Nonprofit and GPAC held at a Park District fieldhouse, which raised the risk of misleading the public that the Park District was behind Person 1's fundraising efforts.

- **Person 1 admitted that the Nonprofit does not contribute any of the funds it raises to the Park District:** Person 1 contends that, although the Nonprofit does not make any direct contributions to the Park District, Person 1 is able to earn a modest salary while working to improve Grant Park in part through generating revenue that the Park District wouldn't be able to realize on its own. And whether in appeasement, genuine sincerity or a combination of the two, the Park District has expressed gratitude for Person 1's unique efforts in recruiting events to Grant Park.

Without disputing Person 1's enthusiasm for Grant Park, there are several problems with the argument:

- Even when viewed in the most favorable light to the Nonprofit, it bears examination whether a charitable organization that dedicates the vast majority of its revenues to pay the salary of one person complies with nonprofit requirements and its own publicly stated mission. Tax filings from 2015 to 2017 indicate that approximately 80% of the Nonprofit's revenues paid Person 1's salary and benefits (excluding expenses).
- OIG interviewed members of the Nonprofit's board of directors. Some of them were supportive of Person 1 and spoke highly of the Nonprofit. On the other hand, a former board member stated that the Nonprofit was informally run and more akin to a "booster club."
- The Nonprofit has not been authorized to solicit donations in the Park District's name. Illinois law requires a written agreement for a third-party to fundraise on behalf of a governmental agency. For instance, the Lincoln Park Conservancy has contractual authorization to fundraise on the Park District's behalf but is subject to fundraising oversight and direction on spending. In contrast, the Park District has had no insight into the Nonprofit's fundraising, its expenditures or Person 1's representations to prospective donors about the Nonprofit's relationship with the Park District.
- The Nonprofit's public profile and solicitation materials imply a partnership with the Park District that does not exist but which may mislead the public into believing that one does. For instance, the Nonprofit has stated that its mission in part is to "help[] to raise private sector dollars to match with public funding" for the Park District although there is no such "matching" arrangement.
- The Nonprofit's reliance on private contributions makes Person 1 accountable to the interests of only a subset of the Grant Park community.

- **Park District rules prohibited Person 1 from receiving compensation as GPAC president. However, Person 1 used the Nonprofit, which was under Person 1's exclusive control (and not subject to Park District oversight), to raise funds and receive a salary.**

Leadership of GPAC also proved instrumental for Person 1 to leverage the advisory council's official partnership with the Park District. As GPAC president, Person 1 obtained discounts and waivers of permit fees for fundraisers, had access to Park District employees, and provided the Nonprofit a presence at GPAC meetings in Park District facilities. Hosting the Nonprofit's meetings in Park District locations such as the Northerly Island fieldhouse was likely to bolster the misconception that the Nonprofit was affiliated with the Park District. Person 1 presided over the meetings, referring to the Nonprofit and GPAC interchangeably.

Because Person 1 led both organizations, Person 1 was also able to control where donations and revenues were directed. Since 2002, the Nonprofit's tax filings showed that it has raised \$1.09 million. However, GPAC had only between \$75 and \$100 in its bank account between 2015 and 2017.

The OIG recommended that the Park District:

- Permanently enjoin Person 1 from membership in all park advisory councils;
- Demand that the Nonprofit cease and desist fundraising activities in the name of Grant Park or the Chicago Park District;
- Reject all Nonprofit permit or partnership applications (the Park District agreed in March 2018 to follow this recommendation on a temporary basis);
- Conduct periodic audits to confirm that designated nonprofits actually receive the required share of festival proceeds when special event permit fees are discounted. Further, enact procedures to verify that designated nonprofit organizations are nonprofit organizations in good standing; and
- Consider a referral of the Nonprofit's operations to the Internal Revenue Service for its review.
- Consider a referral to the City of Chicago, Cook County and State of Illinois taxing authorities for review of whether the festivals and events affiliated with the Nonprofit were subject to collection of sales tax.

The Park District is reviewing OIG's recommendations.

2. \$24 MILLION OF CAPITAL PROJECTS WITHOUT REQUIRED BONDING IN 2017-18

An OIG review of the companies in the Park District's pre-qualified pool of construction companies showed many instances of the firms working on projects without obtaining performance and payment bonds for the work. Although the Rapid Response program requires construction firms to obtain the bonds, the Park District was not in the practice of confirming that the vendors actually purchased them.

Performance and payment bonds protect the Park District in that they ensure the construction work will be completed (even in the event that the construction firm defaults on the projects) and that the prime contractor firms pay their subcontractors, suppliers and laborers for materials and services. OIG's review, however, showed that contractors had no bond coverage for more than 150 Park District construction projects between 2017 and 2018, which paid out more than \$24 million.

The Park District's Rapid Response program pre-approves a pool of construction firms so that, as the name suggests, they are available for work when required without needing to wait through a lengthy vendor approval process. Although the program may have originally been conceived for rush and emergency jobs, a review of the last two years showed the Park District utilized program vendors for a variety of projects. The Park District publicly advertised the opportunity for firms to join the Rapid Response pool via a Request for Qualifications (P-15000) in September 2015.

For eligibility in the pool, companies were required to obtain a \$2 million performance bond and a \$2 million payment bond before they can receive any work. OIG's review of the Rapid Response projects for 2017-18 showed the following:

Rapid Response Program Vendor Bonding Compliance (2017-2018)

	Firm	2017 – 2018 Projects	Payments	In compliance with Bonding Requirement?	Comments
1.	[Company 1]	25	\$3.3m	✓	Letter from insurance company confirming bonding
2.	[Company 2]	1	\$19,358	No	
3.	[Company 3]	18	\$1.79m	No	
4.	[Company 4]	30	\$796,000	✓	Copy of performance bond
5.	[Company 5]	15	\$4.01m	No	"... no such bonds were provided since it was

Rapid Response Program Vendor Bonding Compliance (2017-2018)

	Firm	2017 – 2018 Projects	Payments	In compliance with Bonding Requirement?	Comments
					our understanding that no bonds were required”
6.	[Company 6]	2	\$792,000	No	“[Company 6] has not obtained any payment and performance bonds for work in 2018”
7.	[Company 7]	58	\$4.07m	No	“... no performance or payment bond has ever been requested from [Company 7].”
8.	[Company 8]	18	\$6.84m	Uncertain	Submitted very dated bonding information.
9.	[Company 9]	49	\$7.01m	✓	
10.	[Company 10]	31	\$2.88m	No	“We did not have performance/payment bonds for the Rapid Response construction ...”
11.	[Company 11]	29	\$4.26m	No	“... we have inadvertently failed to tender a bond for 2018 ... We have taken steps to remedy this.”
		276	\$35.7m		
		Total without bonding or sufficient evidence of bonding:	\$24.6m		

The Department of Purchasing and the Department of Planning and Development have started a review of the Rapid Response program workflow to ensure that firms selected for the pool and awarded contracts under the program have and maintain the required bonding.

3. SKILLED TRADES EMPLOYEE HIRED WITHOUT VERIFYING QUALIFICATIONS

An OIG hiring investigation established that the Park District hired a candidate for a \$96,000 skilled trades position who never demonstrated proof of the required training and experience for the position. A comparison of inconsistencies from previous job applications the employee submitted revealed false statements related to training and work history.

There is no indication that the Park District verified that the employee met the “minimum requirements” (i.e., the required training and experience for the position) before it offered the job.

The employee resigned under inquiry. OIG recommended that the employee’s resignation should be designated “resigned under inquiry” and that the employee be placed on the Park District’s Do Not Hire list.

OIG recommended that the Park District institute and follow procedures to regularly verify that new employees have the relevant job experience and required credentials before allowing them to start begin employment and to periodically confirm that current employees have the credentials and meet the requirements of their positions. Further, OIG recommended that the Park District conduct a review of current employees in the same position as the employee to verify they have the required training and experience for the position.

The Park District is reviewing OIG’s recommendations.

The investigation was the latest example in a pattern of OIG findings showing that the Park District does not regularly verify that new hires have the required credentials prior to their employment or that current employees are in good standing with the certifications or licenses they need as conditions of their employment:

a) Job Verification of New Hires: To a large measure, the Park District takes at face value what appears on a candidate’s resume without verifying previous employment. OIG’s quarterly reports in 2018 have reported cases in which the Park District extended a job offer without verifying any part of the work history that appears on the winning candidate’s resume. The Park District’s Employment Plan requires verifying at least one previous job;

b) Verification of Educational Requirements: A 2013 OIG review of Park Supervisors’ employment files found that most of the sample lacked documentation to confirm the employees had met the educational requirements for the position. Further review of the files showed that several of the Supervisors had been in their jobs prior to changes to the educational requirement. However, there was no information in the employment files of other Supervisors who were

hired after the changes. The review also concluded that the Park District did not monitor the progress of other employees who were given time to meet the requirement;

c) Lack of Monitoring of Temporary Educational Waivers: A June 2018 audit report revealed that 14 of 37 Park District employees who had been granted temporary waivers to meet an educational requirement had not done so within the waiver period and that no action was taken by the Park District;

d) Employees Driving for the Park District without Driver's Licenses: Three OIG investigations reported in the first quarter of 2018 found that Park District employees whose job duties required them to drive did not have driver's licenses and had not been required to keep their records current. In one case, an employee had been without a current driver's license for 11 years without notice. In another case, an employee was working for four years without a commercial driver's license that he needed; and

e) Employees Working Without Required Pesticide Licenses: A 2018 OIG review found that 34 employees who were in positions that required State-issued pesticide applicator licenses had either let them expire or never attained them. In response to OIG's findings, the Park District reassessed its operational needs and dropped the license requirement from the Junior Tree Surgeon and Gardener positions because it determined that most of the employees in the positions do not apply pesticides.

4. ARREST OF A VENDOR'S EMPLOYEE FOR STEALING A PARK DISTRICT CHECK

An employee of a Park District vendor was arrested for allegedly stealing and trying to deposit a \$6,200 check. The employee allegedly stole the check intended for a third-party from the U.S. Mail.

OIG's work in conjunction with the Chicago Police Department's Financial Crimes Unit led to the employee's arrest in November 2018. The employee was charged with a felony count of forgery (720 ILCS 5.0/17-3-A-2).

The vendor fully cooperated with OIG's investigation.

5. RESIDENCY VIOLATION: ADMINISTRATION EMPLOYEE LIVING OUTSIDE OF CITY

An OIG investigation has established that a Park District administration employee lived outside of Chicago in a near west suburb.

Surveillances, documentary evidence, and the employee's statements established that the employee lived outside of Chicago.

The employee resigned in December 2018 while this investigation was pending. OIG recommended that the Park District code the employee's resignation as "resigned under inquiry."

QUARTERLY AND YEAR-END INFORMATION

Investigations by Quarter

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	2018 Total
Opened	18	6	13	10	47
Closed	13	13	6	15	47
Pending	69♦	62	69	64	64

♦ Includes carry-over from previous quarter.

Reviews by Quarter

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	2018 Total
Opened	9	16	6	8	39
Closed	1	23	2	8	34
Pending	8♦	1	5	5	10

♦ Includes carry-over from previous quarter.

Nature of Investigations and Reviews Initiated by Quarter

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	2018 Total
Criminal Misconduct or Fraud	4	0	2	2	8
Waste, Inefficiency, Compliance	0	16	2	4	22
Other Rule, Code, Ordinance Violations	14	6	15	12	47

Audits by Quarter

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	2018 Total
Opened	2	6	2	2	12
Closed	3	3	3	3	12
Pending	3♦	6	5	4	4

♦ Includes carry-over of four audits from previous quarter.

Investigated Parties

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	2018 Total
Officers	0	0	0	0	0
Employees	17	6	12	14	49
Other (Agents, concessionaires contractors, other parties, unknown)	1	0	2	3	6

Cases Pending Over Six Months

[2]

Reasons:

Complex investigation. Generally involve difficult issues or multiple subjects: 2

HIRING COMPLIANCE MONITORING ACTIVITY – FOURTH QUARTER 2018

OIG reviews and monitors the Park District’s hiring and assignment determinations to ensure that the actions taken comply with the Employment Plan. OIG reports on its compliance monitoring activities in each its quarterly reports.

1. Monitoring Contacts by Hiring Departments

OIG reviews all reported or discovered instances where hiring departments contacted Human Resources to lobby for or advocate on behalf of actual or potential applicants or

bidders for positions that are covered by the Employment Plan or to request that specific individuals be added to any referral or eligibility list for upcoming jobs at the Park District.

Human Resources did not report any improper contacts by hiring departments for the fourth quarter of 2018.

2. Review of Exempt List Modifications

OIG reviews the Park District's adherence to exemption requirements and modifications to the list of job titles and number of positions that are Exempt from the Employment Plan procedures.

The following modifications to the Exempt List were approved in the fourth quarter of 2018:

Positions added to the Exempt List (0)

Positions removed from the Exempt List (0)

3. Review of Exempt Management Hires

In addition to the three positions described above, Human Resources reported no Exempt hires made during the fourth quarter of 2018.

Concurrent with the posting of this Report, OIG will post the Exempt List.

4. Review of Written Rationales

OIG reviews written rationales when no consensus selection (no one from the approved candidate pool was selected) was reached during a consensus meeting.

Human Resources did not submit any "no consensus" letters during the fourth quarter of 2018.

5. Review of Emergency Appointments

OIG reviews circumstances and written justifications for any emergency hires made pursuant to the Personnel Rules of the Park District Code.

Human Resources reported no emergency appointments during the fourth quarter of 2018.

6. Review of "Acting Up" Activity

OIG reviews all circumstances where employees are "acting up" (performing all or substantially all of the duties of an employee in a higher-paid classification). Activity in the fourth quarter of 2018 showed that four employees were "acted up" during the quarter and 33 employees who had been in "acting up" status were placed back in their positions.

Acting Up Activity – 2018

Position	Fourth Quarter	
	Acted up	Reversed
Community Recreation		
Physical Instructor (M)	1	1
Playground Supervisor	1	1
Operations		
Security Guard	1	1
Laborer (Maintenance)	1	27
Natural Areas Worker	0	1
Floriculturist	0	2
Executive Office	--	--
Total	4	33

7. Hiring Sequence Audits of Previous Quarter (Q3 2018)

OIG audited a random sample of three Park District hires from the third quarter of 2018 for compliance with the Employment Plan. The audit indicated that the sample of three hiring rounds complied with the Plan's requirements.

The following hiring sequences from Q3 2018 were audited:

#3898 Assistant Manager of Beaches and Pools

- Applicants: 20

#3723 Painter

- Applicants: 96

#4024 Gymnastics Instructor

- Applicants: 4